

### SECTION 403.0 PROJECT SCOPE OF WORK

Once the Agency determines the need for professional services, a Scope of Work will be prepared to identify or outline the services required, to identify the criteria, limitations and parameters for the services, and to describe the product(s) expected. The Scope may range from very general to very specific and will usually reference the **Manual**, the State Budgeting Instructions, the Building Code and/or other standards for the specific related requirements.

### SECTION 404.0 ADVERTISEMENTS FOR PROFESSIONAL SERVICES

Public notice of any Request For Proposals shall be given by the following methods:

- 1) By posting a copy of the notice in a public area normally used by the Agency for posting such notices; and
- 2) By publication in a daily newspaper of statewide circulation; and
- 3) **By publication of a notice on the On-Line Bids page of eVA, Virginia's central electronic procurement website. The URL is <http://vbo.dgs.state.va.us>. Printed VBO will be discontinued effective March 3, 2001.**
- 4) Where practicable, by publication in a newspaper of general circulation in the general area of the project.

The public notice will show the name, address, phone and fax number to be used to obtain a copy of the RFP.

### SECTION 405.0 REQUESTS FOR PROPOSAL (RFP)

The Request for Proposal (RFP) will indicate in general terms the nature of the project and the architectural and/or engineering services which are sought, show the factors which will be used in evaluating the responses, incorporate by reference the **Manual** including the contractual terms and conditions contained therein, and set forth specifically any additional contractual terms and conditions. The RFP will state any unique capabilities or qualifications which will be demanded of the A/E. Each respondent to the RFP agrees to provide all the architectural and/or engineering services with respect to the project that are set out in the **Manual** and the RFP.

The RFP may specify the method to be utilized during negotiations in arriving at the fee amount for services; however, it will not call for Proposers to furnish estimates of manhours, labor rates, or cost for services with their qualification proposals. If no method is specified, the respondents may propose methods for negotiating the fee amount.

Each respondent shall submit ARCHITECTURAL/ENGINEERING FIRM DATA (pages AE-1 through AE-6) in response to the RFP and include the data and qualifications of any A/E's to be associated with it on the Project. Responses which do not include the Forms AE-1 through AE-6 and/or do not include the requested information and data may be considered as Not Responsive to the RFP.

Proprietary information from respondents will not be disclosed to the public or to the competitors provided such proprietary information is appropriately properly identified, as required by *Code of Virginia*, § 11-52, in the RFP response.

- The Building Committee will conduct interviews with three to five of the top-ranked firms. The interviews should be scheduled to allow sufficient time for a presentation by the firm, a question / answer period permitting the Committee to query the A/E on specific factors to be evaluated, and time for a brief closing summary to permit the A/E to highlight why it should be selected.
- After the interviews, the Committee will rank the firms interviewed and conduct competitive negotiations with the top-ranked firm, as authorized or directed by the Agency head. If a satisfactory fee, schedule and terms can be negotiated with the top-ranked firm, a contract will be awarded. If not, negotiations with the top-ranked firm will be terminated in writing and negotiations begun with the firm ranked number two and so on.
- **Notice of Intent to Award:** Once the fee negotiations are complete, the Agency shall “Post” a Notice of Intent To Award at the place the agency uses for “posting” notices for a minimum of 10 days prior to award of the Contract. In addition the agency may also post such notices on their Electronic Website and/or the DGS central electronic procurement Website.
- For Term A/E Contracts, the Building Committee should determine the disciplines or categories of contracts to be solicited and issue an RFP for each discipline or category. Even though a proposer may qualify and be interviewed for a contract in more than one discipline or category, **the A/E can be awarded only one term A/E Contract with the Agency for that period.**

### **SECTION 409.0 A/E Term Contracts (*Code of Virginia, §11-37, Competitive Negotiation*)**

A/E Term Contracts are a useful and effective tool for the Agency in effectively managing their planning, maintenance, and renovation programs and effectively handling emergency situations. The following policy governs the use of these contracts.

**409.1 Applicability:** Term Contract Procurement of A/E services may be used for engaging an A/E to provide investigations, cost estimates, designs, and related services for multiple small projects over a one-year period of time subject to the limitations below.

Some advantages include a reduction in the cost and time of advertising for services, a shorter response time from the A/E, and an improved efficiency and clarity in the production of the Contract Documents for the Agency. Feasibility studies, cost studies, designs of small capital and/or construction project (project costs less than \$1,000,000) and maintenance reserve project designs are examples of Term A/E Contract types of projects.

A/E design services for all construction and/or renovation projects with an estimated total project cost of \$1,000,000 or more shall be advertised and procured individually.

**409.2 Advertisement:** Since there is a potential for the maximum total of fees to exceed \$100,000, the advertisement, disadvantaged business utilization, selection and posting of notices procedures in Sections 404.0 through 406.0 herein apply. Publication of the notice/ advertisement of the RFP shall be in a newspaper with statewide circulation. **The project shall also be posted on the On-Line Bids page of eVA, Virginia's central electronic**

procurement website. The URL is <http://vbo.dgs.state.va.us>. Printed VBO will be discontinued effective March 3, 2001.

- 409.3 RFP:** The RFP shall include a description of the nature / **types** of the potential projects, the disciplines / expertise **required by this Term A/E Contract**, and the nature of services **expected** to be required. **The RFP** shall also describe factors pertinent to the evaluation and selection process.
- 409.4 Rights to Issue RFPs and Project Orders:** The Agency reserves the right, at its sole discretion, to issue separate RFPs for similar work and other projects as the need may occur. The Agency reserves the right to issue a Project Order under the provisions of this contract to have the A/E provide the type of services described to any branch or subsidiary of the Agency or to another state agency in the same general area.
- 409.5 Multiple Contract Awards from a Solicitation:** **An Agency may issue Term A/E Contracts to not more than four (4) of the fully qualified and best suited firms interviewed from a particular A/E Term Contract RFP advertisement / selection process.**
- 409.6 Contract Award Period:** The Agency shall have a period of 120 days from the closing date of the RFP solicitation in which to complete selection **process** and award a **Term A/E Contract including** the first Project Order **to each of the A/E's selected for award of a Term A/E Contract.**
- 409.7 Contract Limit:** No A/E may at any time have in effect at any time more than one (1) A/E Term Contract with any one (1) Agency including any subdivisions or branches thereof.
- 409.8 Fees:** The fee for the services on each Project Order shall be negotiated individually on a lump sum basis considering the Scope of Services required, the estimated manhours required for each skill level/discipline and the labor rates agreed upon and listed in the MOU. If an estimate of the time required to perform the Work cannot be reasonably estimated, the A/E may be directed to proceed with the work **on an hourly basis with a maximum or not-to-exceed amount.** The compensation / fee shall be determined by the A/E's **certified record** of manhours expended by classification / skill level / discipline and the hourly rates for each as listed in the MOU.

Any individual Project Order fee shall not exceed \$100,000 and the aggregate total of fees for all Project Orders issued during the term of the Term A/E Contract shall not exceed \$300,000 **unless a higher limit is approved in writing for that agency by the Director, Department of General Services.** Agencies may specify lesser fees in the RFP than above if desired.

The Memorandum of Understanding prepared by the Agency will document the negotiated acceptable labor rates for the various A/E classifications/disciplines/skill levels. These rates will be used by the Agency in arriving at lump sum fees and any hourly rate work that is authorized by the Agency for Project Orders issued under the Term Contract resulting from this solicitation.

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If a Project Order is to be performed on a lump sum basis, the Agency shall determine a lump sum based on the Scope of Service required, the estimated manhours required for each classification/discipline/skill level, and the labor rates agreed upon during the contract negotiations.

**409.9 Contract Term:** The term of the A/E Term Contract as relates to the issuance of new Project Orders shall be the earlier of one year from the date of the A/E Term Contract or when the cumulative total of fees for Project Orders issued reaches the maximum fee total or if the Contract is terminated in writing by either party. This one-year period shall be referred to as the Term.

If a Project Order is issued during the Term which, in the aggregate total of it, all previously issued Project Orders and any Change Orders to the previous Project Orders, reaches the \$300,000 limit, then no further Project Orders may be issued during that Term. It is understood that the A/E's Work under the Project Orders issued may not be completed during the Contract Term; however, all terms and conditions of this Contract, including all rights and obligations, shall survive until the Work is completed, except the owners right to issue, and the A/E's right to accept, additional Project Orders. The Owner and the A/E are obligated to fulfill the requirements of all project orders, including change orders thereto, issued even though the term for issuing new project orders has concluded.

The Owner may, at its sole discretion, renew the Contract for one additional one-year Contract Term provided the option to renew was indicated in the RFP. If the Owner exercises its option to renew, the second Contract Term shall begin one year from the date of the execution of this Contract or the date that the Owner notifies the A/E that the option to renew is being exercised, whichever occurs first. A new aggregate limit of \$300,000 shall apply to the second Contract Term, without regard to the dollar amounts of Project Orders issued during the first year of the Contract. Any unused amounts from the first Contract Term are forfeited and shall not carry forward to the second Contract Term.

**409.10 Project Orders:** The first Project Order will be issued at the same time as the execution of the A/E Term Contract. It will authorize the A/E to perform the Work for a lump sum amount or at the marked up hourly rates agreed to and set forth in the MOU attached to the A/E Term Contract. A Form E&B CO-3.1a shall be used to award each Project Order.

It is understood that more than one Project Order may, at the owner's sole discretion, be offered to the A/E during the Contract Term. Although the potential exists for multiple project orders during the Contract Term with aggregate fees up to \$300,000, the Agency does not represent or guarantee that the A/E will receive more than one Project Order.

**The Project Order offered to the Term A/E Contractor should include a scope of work, a definition of the product required and a request for a fee proposal.** If the A/E and the Owner cannot agree on the scope of work and/or the fee for a Project Order offered to the A/E, the Owner shall terminate negotiations with the A/E on that Project Order and pursue obtaining the services from other A/E's using proper procurement procedures. **The Agency**

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**shall not offer the Project Order, nor request a fee proposal from a second A/E until negotiations have been terminated in writing with the Term A/E Contractor first offered that Project Order.**

If the A/E and the Owner cannot agree on the scope of work and/or the fee for a Project Order offered to the A/E, the Owner shall terminate negotiations with the A/E on that Project Order and pursue obtaining the services from other A/E's using proper procurement procedures.

### **SECTION 410.0      CONTRACT FORMS TO BE USED**

The Standard Forms of Contract for Architect and Engineer Services, GS Forms E&B CO-3, 3.1, 3.1A, and 3.2 shall be used for A/E Contracts. Copies of these forms are in Appendix B.

These Contract forms shall not be modified, other than filling in the appropriate data and information, without the recommendation of the agency's legal counsel and the approval of the Director of the Division of Engineering and Buildings.

### **SECTION 411.0      General Terms and Conditions for Professional Services**

The General Terms and Conditions for Professional Services Contracts are contained in Chapter 3 of this **Manual**. They shall be made a part of all contracts for professional services and shall not be modified without approval of the Agency legal counsel and the DEB director.